BANGALORE DEVELOPMENT AUTHORITY

Providing Consultancy Services for Preparing Award Sketches of individual survey numbers (inclusive of subdivided land) for Bangalore Business Corridor (PRR-1) From Tumkur Road to Hosur Road, Bangalore

TECHNICAL BID DOCUMENT

T.Chowdaiah Road, Kumarapark West, Bangalore – 560020
Facsimile: 23440480, E-mail:bdaeeprr@gmail.com

Request for Proposal

Providing Consultancy Services for Preparing Award Sketches of individual survey numbers (inclusive of subdivided land) for Bangalore Business Corridor (PRR-1) From Tumkur Road to Hosur Road, Bangalore

Tender Reference	**BDA/2026-27/SE0100**
Last Date & Time for receipt of Tender	As mentioned in KPPP portal
Pre bid meeting held on	As mentioned in KPPP portal
Last Date & Time for receipt Queries/Clarifications	As mentioned in KPPP portal
Date & Time for Opening of Technical Bid	As mentioned in KPPP portal
Place of Opening of Cover one of Tenders	Executive Engineer: Office of the Executive Engineer, Infrastructure Division Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West Bangalore -560020
Place of Opening of Cover two of Tenders	Executive Engineer: Office of the Executive Engineer, Infrastructure Division Bangalore Development Authority, T.Chowdaiah Road, Kumara Park West Bangalore -560020

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BANGALORE DEVELOPMENT AUTHORITY
T.Chowdaiah Road, Kumara Park, Bangalore-560 020.
Phone: 080-23440480, E-mail: bdaeeprr@gmail.com

BDA/2026-27/SE0100

Office of the Executive Engineer
Infrastructure Division
Bangalore Development Authority
Bangalore.Dated:

(Section – 1 INVITATION FOR TENDERS) (IFT)
(Through GOK e-procurement portal only)

Lumpsum tender for consultants is invited through GOK e-procurement platform in Single cover tender procedure by the Executive Engineer, Infrastructure Bangalore Development Authority (BDA), on behalf of Commissioner, BDA Bangalore Development Authority, Bangalore from the Bangalore based consultants for the work detailed in table below.

Sl. No.	Scope of Work	Approx Cost put to tenders Rs. In Lakhs	EMD in Lakhs	Tender process fee	Type of Consultancy contract	Time
1.	Providing Consultancy Services for Preparing Award Sketches of individual survey numbers (inclusive of subdivided land) for Bangalore Business Corridor (PRR-1) From Tumkur Road to Hosur Road, Bangalore	26.55	0.55	As per KPPP.	Item Rate/Sketch	3 months

Note:

1. Further details of work can be obtained in the Officer of the Executive Engineer, Infrastructure Division Bangalore Development Authority, T Chowdaiah Road, Kumara Park West, Bangalore – 560020 on all working days between 3.30 PM and 5.30PM.
2. For details, Registration and e-payment visit GOK KPP portal http:/kppp.karnataka.gov.in.
3. Other details can be seen in the tender documents.

Sd/-
Executive
Engineer
Infrastructure Division
Bangalore Development
Authority Bangalore.

REQUEST FOR PROPOSAL (RFP)

1. Executive Engineer, Infrastructure Division, Bangalore Development Authority (BDA), Bangalore, invites proposals through Government of Karnataka kppp portal platform (www.kppp.karnataka.gov.in) in Single cover tender procedure to provide the consultancy services for Total Station Survey and preparing CAD Sketch to Provide Total Station Equipment and Auto CAD Technology for Bangalore Business Corridor Phase-1. More details on the services are provided in the attached terms of Reference.
2. The Consultant will be selected under Least Cost Selection (LCS) procedure **described in the RFP**

3. **The RFP includes the following documents.**
   Section 1 – Letter of Invitation
   Section 2 – Information to Consultants
   Section 3 – Technical Proposal – Standard Forms Section 4 – Financial Proposal – Standard Forms Section 5 – Terms of Reference
   Section 6 – Standard Form of Contract

Sd/-
Executive Engineer
Infrastructure Division
Bangalore Development Authority Bangalore.

SECTION-2 INSTRUCTION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" will select a firm among those listed in the Letter of Invitation, in accordance with the method of selection indicated in the Data sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal as specified in the Data sheet for consulting services required for the Assignment named in the Data sheet. The proposal will be the basis for Contract negotiations and ultimately for a signed contract with the selected consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data sheet. When the assignment includes several phases, the performance of the Consultant under each phase must be to the Clients satisfaction before work begins on the next phase.

1.4 The Consultant must familiarize himself with local conditions and take them into account in preparing their Proposal. To obtain firsthand information on the assignment and the local conditions, consultants are encouraged to pay a visit to the Client before submitting a proposal and to attend a pre proposal conference if one is specified in the Data sheet. Attending the pre proposal conference is optional. The Consultant's representative should contact the officials named in the Data sheet to arrange for their visit or to obtain additional information on the pre proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client site, are not reimbursable as a direct cost of the Assignment, and (ii) the Client is not bound to accept any of the proposals submitted.

1.7 Government of Karnataka (GOK) expects consultants to provide professional, objective and impartial advice and at all times hold the Clients interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any other assignments that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the client.

1.7.1 Without limitation in the generality of this role, consultants shall not be hired under the circumstances set forth below.

a) The firm, which has been engaged by the Client to provide consulting services for this project shall be disqualified from providing goods or works or services related to assignments for the same project to any other promoters. Conversely, firms hired to provide consulting services for the

preparation or implementation of a project and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment(other than a continuation of the firms earlier consulting services) for the same project.

b) Consultants or any other affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in Para 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data sheet and the

factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is GOK's policy to require that Consultants to observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

a) defines, for the purposes of this provision, the terms set forth as follows

i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution, and

ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOK of the benefits of free and open competition.

b) Will reject a proposal for award, if it determines that the firm recommended for award has engaged in corruptor fraudulent activities in competing for the contract in question.

c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices for, or in executing a GOK financed contract.

d) Will have the right to require that, GOK to inspect Consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK in accordance with the above sub Para 1.8(c).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Datasheet.

2 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the number of days indicated in the Data sheet before the proposal submission date. Any request for clarification must be sent in writing by paper mail, cable, telex, facsimile or electronic mail to the Clients address indicated in the Data sheet. The client will respond by cable, telex, facsimile or electronic mail to such requests and will send copies of the response (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. The amendment will be sent in writing by mail, cable, telex, facsimile or electronic

mail to all invited consultants and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

2.3 Pre-proposal Conference:

2.3.1 The Consultant or his authorized representative is invited to attend a pre- proposal conference which will take place at the address indicated in the Data Sheet

2.3.2 Thepurposeoftheconferencewillbetoclarifyissuesandtoanswerquestions onany matter that may be raised at that stage

2.3.3 The consultant is requested to submit any questions in writing through the e-procurement portal only.

2.3.4 Minutes of the conference, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be published in e-procurement portal only. Any modification of the RFP documents listed in content which may become necessary as a result of the pre-proposal conference shall be made by the client exclusively through the issue of an addendum pursuant to Clause 2.22 above and not through the minutes of the pre- proposal conference.

2.3.5 Non-attendance at the pre-proposal conference will not be cause for disqualification of a consultant.

3 PREPARATION OF PROPOSAL

3.1 Consultants are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the datasheet.

Technical Proposal

3.2 In preparing the Technical Proposal, Consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of the Proposal.

3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:

3.3.1 Eligible Consultant:

i) Tender shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any of the Government organization, Public or Private sectors.

ii) Consultants from Joint ventures are not acceptable

iii) Any registered reputed and financially sound individual Firm / Agency, Partnership firm, Company, having suitable technical, financial and managerial capabilities satisfying the following conditions are eligible to apply.

iv) Consultants must have an established office in Bangalore with necessary infrastructure required.

Qualification of Consultant:

i) All Consultants shall provide the requested information accurately and in sufficient detail in Data Sheet and Section 3: Qualification information.

ii) To qualify for award of this contract, each Consultant in its name should have in the last five years (i.e., 2020-2021 to 2024-2025):

a) Achieved in at least in any two financial years a minimum annual financial turnover (in consultancy service only) not less than Rs.55.00lakh.

b) The Consultant should possess experience in Preparation of Road Alignment and identification the survey number in the road alignment and plotting the survey details formed using Total Stations and Revenue method as a prime Consultant for not less than two numbers of Road project.

In support of this, the Consultants should furnish a certificate duly certified by the competent authority not below the rank of Executive Engineer or competent authority authorized by the employer for having satisfactorily completed the detailed project reports and implemented.

Tender documents submitted without the requisite Certificate issued by the competent authority will be summarily rejected.

c) A description of the methodology and work plan for performing the assignment.

d) Consultants must have Key professional required having experience in Preparation of Road Alignment and identification the survey number in the road alignment and plotting the survey formed using Total Stations and Revenue method to be deployed exclusively for this consultancy contract. The employer or competent authority shall furnish the recently signed CVs of all the personnel and the availability of the personnel for the project till completion of the assignment.

e) Consultant should demonstrate available by owning the listed key and critical equipment for this work.

f) The intending bidders are advised to visit the site of work before submitting their tenders. The site visit report should be obtained from the concerned Executive / Assistant Executive Engineer, PRR Division, Bangalore Development Authority and uploaded in the e procurement. If the bidders fail to upload the documents the bid will considered as incomplete

g) Preference will be given for the consultant who have already carried out survey work of PRR

3.3.3 Other attention:

I. For assignments on a staff – time basis, the estimated number of key professional staff – months is given in the data sheet. The proposal shall, however, be based on the number of key professional staff – months estimated by the firm.

II. It is desirable that the majority of the key professional staff proposed be permanent employees of the firm.

III. Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

IV. Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

V. Reports to be issued by the consultants as part of this assignment must be in the language
(s) Specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the client's official language.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

i) Copy of Profit and Loss statement for the consultancy fee receipts certified by the Chartered Accountant for the last five years i.e., 2020-2021 to 2024-2025 (Selection 3 C)

ii) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3D) of a similar nature. For each assignment, the outline should indicate, inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.

iii) A description of the consultant’s recent assignments of similar nature of work completed and implemented. For each assignment, the outline should indicate, inter alia, duration of the assignment, contract amount (Section3 E)

iv) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3 F).

v) A description of the methodology and work plan for performing the assignment (Section 3G).

vi) The list of the proposed staff team by specialist, the tasks that would be assigned to each staff team member, and their timing (Section.3 H).

vii) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3I). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (10) years.

viii) The consultants shall furnish the information in respect of listed key and critical equipment’s (Section. 3 J). Respective Purchase invoice shall be attached for owning the equipment’s.

ix) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections.3G).

x) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data sheet specifies training as a major component of the assignment.

xi) Any additional information requested in the Data Sheet.

3.4 Earnest Money Deposit

3.5.1 The Tenderer shall furnish, as part of his Tender, Earnest Money Deposit in the amount as shown in Column 4 of the Table of the Tender Notification for this particular Work. This Earnest Money Deposit shall be paid online through e – Procurement Portal using any of the following Payment Modes:

- Credit Card
- Direct Debit
- National Electronic Fund Transfer(NEFT)
- Over the Counter(OTC).

NEEFT payment procedure

If a tenderer chooses to make payment of EMD / tender processing fees using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system, the tenderer will need to log into e- Procurement system, access the tender for which bid is being created and then select the NEFT option under the payment section and print the Challan shown in that

Section. The printed challan will have the unique bid reference number, account details of Government of Karnataka and the amount to be remitted. The contractor has to submit the printed challan to its bank- branch (NEFT-enabled) and request for an account-to-account transfer, wherein the money will get transferred from the tenderers' bank account to GoK's bank account. The tenderer should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for bid submission and preferably 24 hours before the last date for bid submission. If the tenderer's bank transfers/wires the money after the last date for bid submission, the tenderer's bid will be liable for rejection. Upon executing the transfer, the tenderer's bank will provide a reference number generated by NEFT software as confirmation of transfer, which has to be inputted by tenderer in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre- requisite for bid submission. Also, the account number from which the funds were transferred have to be inputted in the e- Procurement system as part of its bid.

OTC payment procedure

If a tenderer chooses to make payment of EMD / Tender processing fees Over The Counter (OTC) in any of the designated Axis Bank branches listed in the kppp portal web-site (https://kppp.karnataka.gov.in), the renderer will need to log into e-Procurement system, access the tender for which bid is being created and then select the OTC option under the payment section and print the Challan shown in that section. The printed challan will have the unique bid reference number and the amount to be remitted. Along with the challan, tenderer can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The tenderer is requested to specifically inform the bank officer to input the unique bid reference number printed in the challan in the banking software. Upon successful receipt of the payment, the bank will provide a 16-digit reference

number acknowledging the receipt of payment. This 16-digit reference number has to be inputted by tenderer in the payment section of its bid as payment confirmation before the bid is submitted (i.e.) as a pre-requisite for bid submission

a) EMD/ Tender processing fees amount will have to be submitted by the consultants, taking into account the following conditions:

3.5.2 EMD / Tender processing fees will be accepted only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt's central pooling account until the contract is closed.

3.5.3 The entire EMD/Tender processing fees amount for particular tender has to be paid in their respective single transaction

3.5.4 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days beyond the validity of the tender.

3.5.5 Any Tender not accompanied by an acceptable Earnest Money Deposit as indicated in Sub Clause

3.5.6 3.5.1 and 3.5.2 above shall be rejected by the Employer as Non Responsive.

3.5.7 The Earnest Money Deposit of unsuccessful Tenderers will be returned within 30 days of the end of the notification of award.

3.5.8 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

3.5.9 The Earnest Money Deposit may be forfeited

3.5.10 If the Tenderer withdraws the Tender after Tender Opening during the Period of Tender Validity

(a) If the Tenderer does not accept the Correction of the Tender Price, pursuant t o Clause 5.6;or

(b) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) Sign the Agreement ;or

(ii) Furnish the required Security Deposit.

3.6 The Technical Proposal shall not include any financial information.

Financial Proposal

3.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

The financial proposal shall be Acre wise inclusive of all other expenses, duties, taxes, cess, and other levies payable by the consultant under the contract, or for any other cause, including extended period of work, excluding GST. The GST will be reimbursable at the prevailing rates by the Client. No escalation charges or conditions in financial proposal will be entertained. Such offers may, at the discretion of BDA, be rejected.

3.8 Consultants shall express the price of their services in Indian Rupees.

Validity of the Proposal

3.9 The date sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The client will make its best effort to complete negotiations within this period. If the client wishes to extend the validity of the proposals, the consultants who do not agree have the eight not to extend the validity of their proposals. A consultant agreeing to the request will not be required or permitted to modify the proposal, but will be required to extend the validity of proposal.

4 SUBMISSION, RECEIPT AND OPENING OF PROPOSAL

4.1 The Proposal documents (Technical Proposal and Financial Proposal, see para 1.2) shall be downloaded from the kpp portal (https://kppp.karnataka.gov.in) under login for contractor.

4.2 An authorised representative of the consultant of the proposal is confirmed by a written power of attorney accompanying the proposal which shall be scanned and uploaded along with the technical proposal. Signing of tender is deemed as signed in electronic tendering system.

4.3 For each Proposal, the scanned copies of the necessary documents indicated in the Data Sheet shall be uploaded. The consultant shall scan the documents by converting into electronic media file in conventional, clear clarity visible form (preferably in pdf / jpg / bmp format) to upload in electronic tendering system.

4.4 The scanned copies of the necessary documents of Technical proposal and Financial proposal shall be uploaded at the appropriate place provided in the e-procurement portal.

4.5 The completed scanned copies of technical and financial proposal must be uploaded through the e- procurement portal only on or before the time and date stated in the

data sheet any proposal trying to upload after the closing hour for submission of proposal shall not be accepted in e-procurement portal.

4.6 Consultants may modify contents of Technical proposal or financial proposal separately for each proposal or withdraw their proposal before the deadline for submission of the proposal indicated in the Data sheet. Each proposal's modification shall be done by clicking on delete button for any or all the uploaded scanned document and upload the modified scanned document on the appropriate places provided in e-procurement portal only. The consultants may withdraw their proposal by clicking on delete button of the bid in e- procurement portal only. No proposal may be modified and withdrawn after the deadline for submission of proposal. Withdrawal or modification of a proposal between the deadline for submission of proposal and the expiration of the original period of proposal validity indicated in Data sheet or as extended pursuant to Clause2.2 may result in the forfeiture of the earnest money deposit pursuant to clause 3.5.6 (a). Consultants may only offer discounts to, or otherwise modify the prices of their proposal by submitting proposal modifications in accordance with this clause, or included in the original proposal submission.

4.7 After the deadline for submission of proposals, the Technical Proposal will be opened immediately by the Evaluation committee. The Financial Proposals shall remain sealed and deposited with the Client until all the submitted proposals are opened publicly.

PROPOSAL

EVALUATION General

4.8 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to

4.9 contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data sheet. Any effort by the firm to influence the Client in the Client's Proposal evaluation, Proposal comparison or contract award decisions may result in the rejection of the consultant's Proposal.

4.10 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

Evaluation of Technical Proposals

4.11 The Evaluation committee appointed by the Client as a whole, and each of its members individually evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria (typically not more than three per criteria) and point system specified in the Data sheet. Each responsive proposal will be given a Technical score (St). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum Technical score indicated in the Data sheet.

Public Opening and Evaluation of Financial Proposals: Ranking

4.12 After the evaluation of the proposals, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non responsive to the RFP and Terms of Reference, indicating that their Financial proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify consultants that have secured the minimum qualifying marks, intimating the date, time and place of opening of financial bids. The opening date shall be intimated by registered letter, cable, telex, facsimile, or by electronic mail.

4.13 Financial Proposals will be opened in the presence of the consultants' representative who chooses to attend. The names of consultant, the quality scores and the proposed prices shall be read aloud and recorded when the financial proposals are opened. The Client shall prepare minutes of the opening.sss

4.14 The evaluation committee will determine whether the Financial Proposals are complete, (i.e., whether they have included the cost of all items of the corresponding Technical Proposals, if not,

4.15 The Client will cost them and add their cost to the initial price), correct any computational errors

5 NEGOTIATIONS

5.1 Negotiations will be held at the address indicated in the data sheet. The aim is to reach agreement on all points and sign a contract.

5.2 Negotiations will include a discussion on the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and firm will then work out agreed final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, logistics and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of services" and form part of the contract. Special attention will be paid to getting the most the firm can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

5.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff nor other proposed unit rates.

5.4 Having selected the consultants on the basis of among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff was offered in the proposal without confirming their availability, the firm may be disqualified.

5.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations, the Client and the firm will initial the agreed contract. If negotiations fail, the Client will invite the consultant whose proposal received the second highest score to negotiate a contract.

6 AWARD OFCONTRACT

6.1 The contract will be awarded following negotiations with the successful firm. After negotiations are successfully completed, the Client will notify other consultants on the shortlist that they were unsuccessful and return the Financial proposals of those consultants who did not pass the technical evaluation (Para5.3).

6.2 The successful consulting firm is expected to commence the assignment on the date and at the location specified in the Data sheet.

7 CONFIDENTIALITY

7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The name of the Client is : Bangalore Development Authority
T.Chowdaiah Road, Kumara
Park West, Bangalore – 560
020.

The method of selection is : Least Cost Selection (LCS).

1.2 A technical and a Financial Proposals are requested : Yes.

The name, objectives and description of the Assignment are:

Providing Consultancy services for Providing Consultancy services for preparing Award Sketch for Bangalore Bossiness Corridor Phase-1

Description of the Assignment for Providing Consultancy services for preparing Award Sketch for Bangalore Bossiness Corridor Phase-1 are as detailed in Section 5 Terms of Reference, Clause 3.

1.3The Assignment is phased :Yes

1.4A pre-proposal conference will be held: Yes.

A pre-proposal conference will be held at Office of the Executive Engineer, Infrastructure Division Bangalore Development Authority, T.Chowdaiah road, Kumara Park West, Bangalore-560 020, on the date and time as in e-procurement portal.

The name(s), address(es), and telephone / numbers of the Client's Official(s) are : Executive Engineer
Infrastructure Division
Bangalore Development
Authority
T. Chowdaiah road, Kumara Park West
Bangalore – 560 020. Telephone:080-23340258
Fax :080-23340641

1.5The Client will provide the following inputs:

Clause Reference

The Consultant shall approach the Client in procuring the relevant reports, data, services and facilities in achieving the objectives of the study. The Client will assist the Consultants in obtaining the same from the respective Departments.

1.7.2 The Client envisages the need for continuity for downstream work: Yes.

1.10 The clauses on fraud and corruption in the contract are Sub-Clause 2.7.1 of G.C.C.

2.1 Clarifications may be requested up to the date and time as in e-procurement portal.

The address for requesting clarifications is :

Any request for clarification must be sent in writing through e-procurement portal only.

3.1 Proposals should be submitted in the following language(s): English.

3.3.3 (i) Shortlisted Consultant may associate with other shortlisted Consultant: No.

3.3.3 (ii) The estimated number of key professional staff months required for the assignment is:

Sl No	Key professional	Required Nos.
1	Team Leader	2 No.
2	Survey Supervisor	5 No.
3	Surveyor	20 No.
4	Other supporting staff	As required

3.3.3 (iii) The minimum required experience of proposed key professional staff is : [Position, number of years of professional experience, specific expertise]

Sl No	Key professional	Qualification	Required experience in years
1	Team Leader	BE / Diploma in Civil Engineering	10 years
2	Survey Supervisor	BE / Diploma in Civil Engineering	5/10 years
3	Surveyor	BE/ Diploma in Civil Engineering	3/5 years
4	Other supporting staff	As required	Minimum of 3years

3.3.3 (iv) Reports which are part of the assignment must be written in the following language : English.

(v)The list of key and critical equipment’s required for the assignment is:

Clause Reference

Sl No	Key professional	Required Nos	Own/Rent
1	DGPS	03 No	Own

2	Total station with accessories	25 Nos.	Own
3	Computers	30 Nos.	Own
4	Server	01 No	Own
5	Plotter	2 Nos.	Own
6	Printer	3 Nos.	Own

(vi) Training is an important feature of this Assignment: No.

(vii) Additional information in the Technical proposal includes: .

3.9 Proposals must remain valid 180 days after the submission date as in kpp portal.

4.3 Consultants must upload scanned copies of each proposal

a. The Technical proposal shall contain:

I. Technical proposal submission Form (Section 3A)
II. Registration certificate of the firm / company /individual.
III. Ownership, Lease / Hire agreement for having established office in Bangalore with necessary Infrastructure required (Section 3B)
IV. Copy of profit and Loss statement for the consultancy fee receipts certified by the Chartered Accountant for the last five years i.e.,2019-20to2023-24 (Section 3C)
V. Past experience of the similar assignment for the last five years i.e., 2019-2020 to 2023-24 (Section 3D)
VI. Similar nature of work completed and implemented for the last five years i.e., 2019- 20 to 2023-2024 (Section 3E)
VII. Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the client (Section 3F).
VIII. A description of the methodology and work plan for performing the assignment (Section3G).
IX. Activity (work schedule (Section3H)
X. CVs of the key professional recently signed with their 10 years past experience in their assignments (Section3I)
XI. List of owned key and critical equipment (Section 3J)
XII. Time schedule for Professional Personnel (Section 3K)
XIII. Activity (work) Schedule (Section 3L)

b. The Financial proposal shall contain:

i. Financial proposal submission Form (Section 4A)
ii. Summary of Costs (Sections 4B)
iii. Breakdown of Costs (Section 4C)
iv. Bill of Quantities (Quoted rate shall be in Acre wise) as generated in e-procurement portal.

4.4 The proposal submission address is:
Through GOK e-procurement portal (https://kppp.karnataka.gov.in)/

4.5 Proposal must be submitted no later than the following date and time: As in kpp portal.

4.6 The proposal Modification and with drawl: Yes.
The consultant may modify Technical proposal or financial proposal before the proposal

Clause Reference

submission date and time. Consultant may withdraw the proposal by cancelling the bid on the e-procurement portal only.
No proposal may be modified and withdrawn after the deadline for submission of proposal

5.1 The address to send information to the Client is:

Office of the Executive
Engineer Infrastructure

Division
Bangalore Development
Authority T.Chowdaiah Road,
Kumara Park West Bangalore –
560 020.

5.2 The number of points to be given under each of the evaluation criteria are:

		Points
i)	Annual turnover certified by the Chartered Accountant with UDIN for the past five years.	50
ii)	Specific past experience of the consultants related to the Peripheral ring Road work completed for the past five years.	30
iii)	Adequacy of the proposed work plan and methodology in	20
iv)	responding to the TOR.	
v)	Qualifications and competence of the key professional staff for the Assignment.	20
vi)	Key And Critical Equipment	25
	Total Points	100

The number of points to be given for qualification and competence of the key professional staff for the assignment are :

i)	General qualifications.	30
ii)	Adequacy for the project.	60
iii)	Experience in region & language.	10
	Total Points	100

T = the weight given to the Technical Proposal=70%
P = the weight given to the Financial Proposal=30%

6.1 The address for negotiations is:

Office of the Executive
Engineer Infrastructure
Division
Bangalore Development
Authority T.Chowdaiah Road,
Kumara Park West Bangalore –
560 020.

7.2 The Assignment is expected to commence on:
Commencement of assignment shall be as per the Work order issued after signing the contract.
The signing of contract should be within twenty working days from the date of issue of Letter of Acceptance

SECTION 3. TECHNICAL PROPOSAL – SUBMITTALS REQUIRED

3A. Technical Proposal Submission Form

3B Consultant's Established Office In Bangalore

3C Consultants Annual Turnover

3D Consultant's references.

3E Completed Assignments

3F Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3G Description of methodology and work plan for performing the assignment

3H. Composition of the team and task(s) of each team member

3I. Curriculum vitae of proposed professional staff

3J. Format for list of Key and critical equipment's required.

3K. Time Schedule for professional personnel.

3L. The Activity (Work) Schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

(Location, Date)

From (Name of Consultant)

To (Name of Address of client)
Executive Engineer
Infrastructure Division
Bangalore Development Authority,
T. Chowdaiah Road, Kumara Park West, Bengaluru - 560020

Sir,

Subject: Hiring of Providing Consultancy Services for Preparing Award Sketches of individual

survey numbers (inclusive of subdivided land) for Bangalore Business Corridor (PRR-1)

From Tumkur Road to Hosur Road, Bangalore

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [Date], and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

If negotiations are held during the period of validity of the Proposal, i.e., before [Date] we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any

Proposal you receive. We remain,

Yours sincerely,

Authorized

Signature:
Name and Title of Signatory: Name of Firm:
Address

3B. CONSULTANT'S ESTABLISHED OFFICE IN BANGALORE

For having established office in Bangalore with necessary Infrastructure, the Consultant shall furnish the details in the following format:

Address of the Office Building	Carpet area of Office building	Owned / Rented	Monthly Rent payment (if rented)	No of Technical staff working in the said premises	No of Computers installed
1	2	3	4	5	6
Separate sheet shall be enclosed					

(Scanned copy of the ownership / Rental agreement document of the building occupied by the consultant shall be submitted through e-procurement portal in support of the office established in Bangalore)

3C. CONSULTANT'S ANNUAL TURNOVER

Total value of consultancy contracts executed and payments received in the last five years (in Rs. Lakhs)	2020-21	.....
	2021-22	.....
	2022-23	.....
	2023-24	.....
	2024-25	.....

(Scanned copy of Profit and Loss statement for the consultancy fee receipts certified by the Chartered Accountant shall be submitted through e-procurement portal for the last five year i.e., 2020-21 to 2024-25).

3D. CONSULTANT'S REFERENCES

Relevant Services Carried Out in the Last Five Years that best illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.

<table>
<tr><td>Assignment Name:</td><td colspan="2">Country:</td></tr>
<tr><td>Location within Country:</td><td colspan="2">Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td>Name of the Client:</td><td colspan="2">No. of Staff:</td></tr>
<tr><td>Address:</td><td colspan="2">No. of Staff-Months;
duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year) :</td><td>Approx. Value of Services (Rs.M):</td></tr>
<tr><td>Name of the Associated Consultants,
if any:</td><td colspan="2">No. of Months of Key professional staff,
provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff(Project director/Coordinator, Team leader)
involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative description of the project:</td></tr>
<tr><td colspan="3">Description of Actual Services provided by your Staff:</td></tr>
</table>

Consultant's Name: .....

3E. CONSULTANT'S COMPLETED ASSIGNMENTS

Services carried out in the Last Five Years
That Best illustrate Qualifications of completed assignment

Work performed as Prime Consultant (in the same name) of similar nature during the past five years (i.e., list of consultancy contract satisfactorily prepared layout plans and identification of sites / residential / blocks in layouts formed using Total stations and Revenue method, for not less than two numbers of layout plans including details of all sites / residential / blocks as a prime consultant, out of which one shall not be less than 4500Acres.

Project Name	Name of Employer	Description of Consultancy work	Contract Number	Value of Contract Rs Lakhs	Date of Issue work order	Actual date of completion of consultancy contract	Total payment received Rs Lakhs	Status of work

(Scanned copy of the certificates from the employer shall be submitted through e-procurement portal in support of the particulars furnished as in the above statement)

3F. **COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT**

On the Terms of Reference:

1.

2.

3.

4.

5.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

5.

CONSULTANT’S NAME:

3G. DESCRIPTION OF METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

3H TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Professional Staff

No.	Name	Position	Task
1			
2			
3			
4			
5			
6			

2. Support Staff

No.	Name	Position	Task
1			
2			
3			
4			
5			
6			

3I. FORMAT OF CURRICULUMVITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

_____

Name of Firm: _____

Name of Staff:

_____

Profession:

_____

Date of Birth:

_____

Years with Firm/Entity:_____ Nationality:_____

Membership in Professional Societies:_____

_____

Detailed Tasks Assigned:_____

_____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

_____

Education:

[Summaries college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations**, titles** of positions held, and locations of assignments. For experience in last ten years**,** also give types of activities performed and client references. Where appropriate. Use about three-quarters of a page.]

_____

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading,

and writing]

Certification:

I**,** the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____**Date:**_____

[Signatureofstaffmemberandauthorizedrepresentativeoftheconsultant]
Day /
Month / Year

Full name of Staff member_____

Full name of Authorized representative_____

3 J.LIST OF KEY AND CRITICAL EQUIPMENTS REQUIRED

Sl. No	Type of Equipment	Required Nos.
1	DGPS	3 No
2	Total station with accessories	25 Nos.
3	Computers	30 Nos.
4	Servers	1 No
5	Plotter	2 Nos.
6	Printer	3 Nos.

(Scanned copy of the Respective Purchase Invoice for owning the equipment shall be submitted through e-procurement portal in support of the particulars furnished as in the above statement)

3K. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

No	Name	Position	Report due /Activities	Month							No. of Months
				1	2	3	4	5	6	7	
											Sub-total (1)
											Sub-total (1)
											Sub-total (1)
											Sub-total (1)

Full-time:_____ part-time__
_____ Reports due:_
_____
Activities duration:_____

Signature:_____
(Authorized Representative)
Full name:_____
Title:_____
Address:_____

*the schedule should be for the period of completion of assignment

3L. ACTIVITY (WORK) SCHEDULE

A. Field Investigation and study items:

		Weekly Programme (In form of Bar Chart) ++						
Sl. No	Item of Activity (Work)	1st	2nd	3rd	4th	5th	6th	7th
	_____							
	_____							
	_____							
	_____							

B. Completion and submission of report

No	**Reports**	**Programme (Date)**
1	Inception Report	
2	Interim Progress Report a. First status Report b. Second status Report	
3	Draft Report	
4	Final Report	

Section 4. FINANCIAL PROPOSAL – Schedule-B

Name of Work:- Providing Consultancy services for preparing Award Sketch for Bangalore Business Corridor (PRR-1)

Memorandum Showing item of work to be carried out

Sl No	Description	Unit	Quantity	Rate in Figures	Rate in Words	Amount
1	Providing Consultancy Services for Preparing Award Sketches of individual survey numbers (inclusive of subdivided land) for Bangalore Business Corridor (PRR-1) From Tumkur Road to Hosur Road, Bangalore Plotting, Superimposition of revenue details on approved alignment and preparation of individual Award sketch and area statement. The drawings shall be to the suitable scale in Auto cad format. The format of the drawing shall be finalized in consultation with concerned officers of BDA.	No.	1250			

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

FROM: (Name of

Consultant)

TO: (Name and Address of Client)

Executive Engineer
Infrastructure Division
Bangalore Development
Authority T.Chowdaiah Road,
Kumara Park West,
Bangalore – 560020

Ladies/Gentlemen:

Subject: Providing Consultancy Services for Preparing Award Sketches of individual survey numbers (inclusive of subdivided land) for Bangalore Business Corridor (PRR-1) From Tumkur Road to Hosur Road, Bangalore

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated [*Date*], and our Proposal (technical and Financial Proposals).

Our attached financial proposal is for Item Rate – per Acre (above / below) [*in words and figures*] the estimated cost of Rs.....

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Proposal, i.e., [*Date*].

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act1988”.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of the Consultant:

Address:

4B. SUMMARY OF COSTS

Sl. No.	Description of work	Amount put to tender
1	Remuneration for key professional staff	
2	Supporting staff	
3	Transportation	
4	Duty Travel to site	
5	Office Rent	
6	Office Supplies, Utilities and Communication	
7	Office Furniture and Equipment	
8	Reports and Document Printing	
9	Surveys	
	Total Costs (Excluding GST)	

Modify the Items as appropriate for the consultancy assignment

4C. BREAK DOWN OF COSTS (Rs.)

SECTION 5

TERMS OF REFERENCE (TOR)

1. **AN OUTLINE OF THE TASKS TO BE CARRIED OUT**
2. **SCHEDULE FOR COMPLETION OFTASKS**
3. **DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THECLIENT**
4. **FINAL OUTPUTS (I.E., REPORTS, DRAWINGS, ETC.,) THAT WILL BE REQUIRED OF THECONSULTANT**
5. **COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK**
6. **PROCEDURE FOR REVIEW OF PROGRESS REPORT, INCEPTION, STATUS, FINAL DRAFT &REPORT**
7. **LIST OF KET PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUVATED (THIS SHOULD BE SAME AS INDICATED IN CLAUSE3.3 (IV) OF DATA SHEET TO INFORMATION TO CONSULTANTS)**
8. **LIST OF KEY AND CRITICAL EQUIPMENT REQUIRED**
9. **PAYMENT**
10. **PERFORMANCE SECURITY**
11. **NON PERFORMANCE OF SERVICES – LEVYING OF PENALTY**

SECTION 5: TERMS OF REFERENCE (TOR)

1. Description of assignment

The assignment involves conducting survey of the Proposed Alignment that would include preparation of award sketch work as follows:

2. Details to be included in the survey

The work shall include preparing Award Sketch for Bangalore Business Corridor Phase-1.

The Scope of work

The Consultant shall perform the services outlines below as a part of responsibility for the services of the work using advanced technology and safe method. They shall provide the qualified professional staff with relevant experience to carry out the assignment. The Services will include but not limited to the following:

i. Plotting, Superimposition of revenue details on approved alignment and preparation of individual survey number wise award sketch and area statement.

ii. Shall co-ordinate in proof checking the correctness of revenue survey, Data validation and mapping process with the respective section of BDA.

3. Data Services and Facilities to Be Provided By the Client

The consultant shall approach the client procuring the relevant reports, data, services and facilities in achieving the objectives of the study. The client will assist the consultants in obtaining same from the respective departments. The consultant shall be responsible. However, for the analysis and interpretation of all data received undertake other studies to validate the data and give conclusions and recommendations derived from these data as soon as possible. After being awarded the construct, the consultant shall support BDA in preparing the timetable required for the implementation of the work

4. Final outputs (i.e., reports, Drawings, etc.,) that will be required of the consultant

Furnishing sufficient 3 sets of hard copies, 3 sets of soft copies (survey number wise award sketch of entire alignment)

5. Procedure for Review of progress report, Inception, Status, Final draft & Report.

The progress will be reviewed by the committee members of the consultant to check the any clarification, corrections, modifications, additions, etc., as required by the client shall be made by the consultant at the earliest.

6. Key professional, Positions and Experience

The proposed key professional, Positions and Experience are as follows:

Sl. No	Key professional	Qualification	Required experience in years
1	Team Leader	BE / Diploma in Civil Engineering	10 years
2	Survey Supervisor	BE/ Diploma in Civil Engineering	5/10 years
3	Surveyor	BE/ Diploma in Civil Engineering	3/5 years
4	Other supporting staff	As required	Minimum of 3 years

7. Key and critical equipment

The Proposed key and critical equipment are as follows:

Sl. No	Key professional	Required Nos.
1	DGPS	03 No
2	Total station with accessories	25 Nos.
3	Computers	30 Nos.
4	Server	01 No
5	Plotter	2 Nos.
6	Printer	3 Nos.

8. Payment

Consultancy fee will be paid at agreed lumpsum cost. Payment to the consultant shall be made in stages to the schedule of Assignment and as per the payment schedule below:

Schedule payment

1	**On Completion of field work and submission of Draft survey plan for approval as per scope of work.**	**60%**
2	**On submission and approval of Data as per Annexure as per Scope of work**	**30%**
3	**On Submission of final drawing and Data**	**10%**

9. Performance Security

The Successful consultant shall furnish performance security of 5% of the cost of consultancy fee in the form of Bank guarantee, issued by any Nationalized / Schedule bank payable at Bangalore and the same will be returned only after successful completion of the assignment.

10. Non performance of Services levying Penalty

A penalty at 5% of the consultant's bill amount will be levied for Non-performance of Services as per Terms of Reference in respective bills, till the Consultant's performance is found satisfactory to the Employer.

Total failure on the performance of services will render forfeiture of the performance Security.

SECTION 6

CONTRACT FOR CONSULTANT'S SERVICES

Between

_____

Name of Client

and

_____

[Name of Consultants]

Date:

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Consultant's Personnel and Sub Consultants
Description of Personnel
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Appendix A – Description of the Services Appendix B – Reporting Requirements
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Appendix D – Services and Facilities to be provided by the Employer Appendix E – Breakdown of Contract Price in Indian Rupees
Appendix F – Form of Bank Guarantee for Advance Payment

I . FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the_____ _____day of the month of_____, 20_, between, on the one hand,_(hereinafter called the "Employer") and, on the other hand, _ _____(hereinafter called the" Consultants").

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set for thin this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of thisContract.
   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:

   Appendix A: Description of the Services
   Appendix B: Reporting Requirements
   Appendix C: Key Personnel and Sub consultants
   Appendix D: Services and Facilities to be provided by the Employer
   Appendix E: Breakdown of Contract Price
   Appendix F: Form of bank Guarantee for Advance payments

[*Note: If any of these Appendices are not used, the words* "Not Used" *should be inserted below next to the title of the Appendix on the Sheet attached hereto carrying the title of that Appendix.*]

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be asset forthin the Contract, in particular:

   a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and
   b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF EMPLOYER]

By

(Authorized Representative)

GENERAL CONDITIONS OF CONTRACT

1. GENERALPROVISIONS

Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time ;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause6;

(e) "GC" means these General Conditions of Contract ;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Member", in case the Tenderers consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Tenderers' rights and obligations towards the PRINCIPAL EMPLOYER under this Contract.

(i) "Party" means the PRINCIPAL EMPLOYER or the Tenderers, as the case may be, and Parties means both of them;

(j) "Personnel" means persons hired by the Tenderers as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2(a)

(k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(l) "Services" means the work to be performed by the Tenderers pursuant to this Contract as described in Appendix A; and

(m) "Sub-Tenderer" means any entity to which the Tenderers subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and4.

(n) "Third party" means any person or entity other than the Government, the PRINCIPAL EMPLOYER, the Tenderers, or a Sub - Tenderer.

1.2 Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 Language

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the PRINCIPAL EMPLOYER or the Tenderers may be taken or executed by the officials specified in the SC.

1.7 Taxes and Duties

The Tenderers, and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2.0 Commencement, Completion, Modification and termination of Contract
2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2. Commencement of Services

The Tenderers shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 Expiration of Contract

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Tenderers shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Suspension:

The Client may by written notice of suspension to the Tenderers, suspend all payments to the Tenderers hereunder if the Tenderers fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Tenderers to remedy such failure within a period not exceeding thirty (30) days after receipt by the Tenderers of such notice of suspension.

2.7 Termination

2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Tenderers, to be given after the occurrence of any of the events specified in paragraphs (a)through(d)of this Clause2.7.1and sixty(60)days 'in the case of the event referred to in (e):

(a) if the Tenderers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the PRINCIPAL EMPLOYER may have subsequently approved in writing;

(b) if the Tenderers (or any of their Members) become insolvent or bankrupt;

(c) if, as the result of Force Majeure, the Tenderers are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the Tenderer, in the judgment of the PRINCIPAL EMPLOYER has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the actionofapublicofficialintheselectionprocessorincontractexecution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among Tenderers (prior to or after submission of proposals) designed to establish prices at artificial non- competitive levels and to deprive GOK of the benefits of free and open competition.

(e) If the PRINCIPAL EMPLOYER, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Tenderers may terminate this Contract, by not less than thirty (30) days' written notice to the PRINCIPAL EMPLOYER, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the PRINCIPAL EMPLOYER fails to pay any monies due to the Tenderers pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Tenderers that such payment is over due;

(b) If the PRINCIPAL EMPLOYER is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Tenderers may have subsequently approved in writing)
following the receipt by the PRINCIPAL EMPLOYER of the Tenderers' notice specifying such breach;

(c) If, as the result of Force Majeure, the Tenderers are unable to perform a material portion of the Services for a period of not less than sixty (60)days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) Suchrightsandobligationsasmayhaveaccruedonthedateofterminationorexpiration;

(ii) The obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC

2.7.2 hereof, the Tenderers shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Tenderers and equipment and materials furnished by the Client, the Tenderers shall proceed as provided, respectively, by Clauses GC 3.7 and GC3.8.

Payment upon Termination

Upon termination of this Contract pursuant to Clauses GC 2.7.1or GC 2.7.2 hereof, the Client shall make the following payments to the Tenderers (after offsetting against these payments any amount that may be due from the Tenderer to the Client)):

(a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;

(b) Except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC here of, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants

3.1 General

The Consultants shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices and employ appropriate advanced technology and safe methods. The consultants shall always act in respect of any matter relating to the contract or to the services, as faithful advisers to the client, and shall at all times support and safeguard the client's legitimate interests in any dealings with sub-consultants or third parties.

Conflict of Interests

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant's Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contractor to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultant, as part of the Services, have the Responsibility of advising the Employer on the Procurement of Goods, Works or Services, the Consultant shall comply with any Applicable Procurement Guidelines of the Funding Agencies and shall at all times exercise such Responsibility in the best interest of the Employer. Any Discounts or Commissions obtained by the Consultant in the exercise of such Procurement Responsibility shall be for the Account of the Employer.

3.2.3 Consultant and Affiliates not to engage in certain Activities

The Consultant agrees that, during the Term of this Contract and after its Termination, the Consultant and his Affiliates, as well as any Sub Consultant and any of its Affiliates, shall be disqualified from providing Goods, Works or Services (other than the Services and any Continuation thereof) for any Project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultant nor his Sub Consultants nor the Personnel shall engage, either directly or indirectly, in any of the following Activities.

a. During the Term of this Contract, any Business or Professional Activities in the Government's Country which would conflict with the Activities assigned to him under this Contract; or

b. After the Termination of this Contract, such other Activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

3.4 Insurance to be taken out by the Consultant

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Consultant's Actions requiring Employer's Prior Approval

The Consultant shall obtain the Employer's Prior approval in Writing before taking any of the following Actions.

a. Entering into a Subcontract for the Performance of any Part of the Services, it being understood (i) that the Selection of the Sub Consultant and the Terms and Conditions of the Subcontract shall have been approved in Writing by the Employer prior to the Execution of the Subcontract, and (ii) that the Consultant shall remain fully Liable for the Performance of theServicesbytheSubConsultantanditsPersonnelpursuanttothisContract.
b. Appointing such Members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Consultants"), and
c. Any other Action that may be specified in the SC.

3.6 Reporting Obligations

The Consultant shall submit to the Employer the Reports and Documents specified in Appendix B in the Form, in the Numbers, and within the Periods set forth in the said Appendix.

3.7 Documents prepared by the Consultant to be the Property of the Employer

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

3.8 Equipment and Materials furnished by the Employer

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon

Termination or Expiration of this Contract, the Consultant shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

4.0 Consultant's Personnel and Sub Consultants

4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

4.2 Removal and / or Replacement of Personnel

a. Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If for any Reason beyond the Reasonable Control of the Consultant, it becomes necessary to replace any of the Key Personnel, the Consultant shall forthwith provide as a Replacement a Person of Equivalent or Better Qualifications.

b. If the Employer finds that any of the Personnel have (i) committed Serious Misconduct or has been charged with having committed a Criminal Action, or (ii) have Reasonable Cause to be dissatisfied with the Performance of any of the Personnel, then the Consultant shall, at the Employer's Written Request specifying the Grounds therefore, forthwith provide as a Replacement a person with Qualifications and Experience acceptable to the Employer.

c. The Consultant shall have no Claim for Additional Costs arising out of or incidental to any Removal and / or Replacement of Personnel.

5.Obligations of the Client

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Principal Employer shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Tenderers and the Personnel and any Sub-Tenderers employed by the Tenderers for the Services from any requirement to register or obtain any permit to practice their profession or to establish them selves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Tenderers, Sub-Tenderers and Personnel any such other assistance as may be specified in the SC.

5.2 Services and Facilities

The client shall make available to the consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the consultants as and when so specified, the parties shall agree on (i) any time extension that it may be appropriate to grant to the consultants for the performance of the services. (ii) the manner in which the consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments if any, to made to the consultants as a result thereof..

6.Payments to the Consultants

6.1 Lump Sum Remuneration

The consultant's total remuneration shall not exceed the contract price and shall be a fixed lump sum including all staff costs, sub-consultants costs, printing, communications, travel, accommodation, and the like and all other costs incurred by the consultant in carrying out the services described in appendix A. except as provided in Clause 5.2 the contract price may only be increased above the amounts stated in clause 6.2 of the parties have agreed to additional payments in accordance with clause2.4.

6.2 Contract Price

The Contract Price is set for thin the SC.

6.3 Payment of Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed underclause2.4, a break down of the lumpsum price is provided in Appendices D and E.

6.4 Terms and conditions of payment

Payments will be made to the account of the consultants and according to the payment schedule stated in the SC. unless otherwise stated in the SC. The first payment shall be made against the provision by the consultants of a bank guarantee for the same amount, and shall be valid for the period stated in the SC. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the consultants have submitted and invoice to the client specifying the amount due.

6.5 Interest on Delayed Payments

If the client has delayed payment beyond fifteen (15) days after the due date stated in the SC, interest shall be paid to the consultants for each day of delay at the rate stated in the SC.

7.Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

8.Death of Consultant

8.1 In the case of death of a consultant after executing the agreement / commencement of the work, his legal heir, if an eligible registered consultant and willing, can execute and complete the work at the accepted tender rates irrespective of the cost of the work.

SPECIAL CONDITIONS OF CONTRACT

G C Clause Reference

(h)] The Member in Charge is Executive Engineer, North Division, BDA 1.4] The Addresses are:

Employer :

Attention :_____
Telex :_____
Fax :_____
E – mail :

Consultant :_____
_____
_____

Attention :_____
Telex :_____
Fax :_____
E–mail :_____

Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b. In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c. In the case of Telegrams, 24 hours following Confirmed Transmission and
d. In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized

Representatives are: For the Employer:

For the Consultant:

1.7] The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be law fully imposed.

However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

2. The Date on which this Contract shall come into Effect is: The Date of Agreement.

2.2] Commencement of Services shall be as mentioned in the GC.

2.3] Expiration of Contract shall be at the end of Defect Liability Period.

3.4] The Risks and the Coverage's shall be:

1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;

2. Third Party Liability Insurance, with a Minimum Coverage for Rs. 200000/- for the Period of Consultancy;

3. Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;

4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and

5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

7.2 Disputes shall be settled by arbitration in accordance with the following provisions

7.2.1 Selection of Arbitrators:

The procedure for arbitration shall be as follows:

a. In case of dispute or difference arising between the Employer and the Consultant relating to any matter arising out of or connected with this agreement it shall be settled in accordance with the Arbitration and Conciliation Act 1996. The disputes or differences shall be referred to a Sole Arbitrator. The Sole Arbitrator shall be appointed by the Commissioner. BDA, out of panel of arbitrators (who shall be an Engineer) of Indian Council of Arbitration or Indian Road congress or National Highways Authority

b. Arbitration proceedings shall be held at Bangalore, Karnataka, India.

c. The cost and expenses of arbitration proceedings will be paid as determined by the Arbitrator. However the expenses incurred by each party in connection with the preparation, presentation, etc., shall be borne by each party it self.

d. Performance under the contract shall continue during the 'arbitration proceedings and payments due the Consultant by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.

APPENDICES

Appendix A: Description of the Services
[Give Detailed Descriptions of the Services to be provided, Dates for Completion of Various Tasks, Place of Performance for different Tasks, Specific Tasks to be approved by Employer, etc.]

Appendix B: Reporting Requirements
[List Format, Frequency, Contents of Reports and Number of Copies; Dates of Submission, etc. If no Reports are to be submitted, state here "Not Applicable"]

Appendix C: Key Personnel and Sub Consultants
[List hereunder:

C– 1 Titles [and Names, if already available], Detailed Job Descriptions and Minimum Qualifications, Experience of Key Personnel to be assigned to Work and Staff Months for each.

C– 2 List of Approved Sub Consultants [if already available]; same Information with respect to their Personnel as in C – 1 through C –2.

Appendix D: Services and Facilities to be provided by the Employer
[List hereunder:

F–1 Services, Facilities and Property to be made available to the Consultant by the Employer.

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the Elements of Cost used to arrive at the Breakdown of the Lump Sum Price.

1. Monthly Rates for Local Personnel (Key Personnel and other Personnel).

2. Reimbursable Expenditures.

This appendix shall exclusively be used for determining remuneration for Additional Services.

Appendix F: Form of Bank Guarantee for Advance Payments

(Reference SC Clause 6.4 of Contract)

(To be stamped in accordance with Applicable

Stamp Act, if any) Ref:_____

Bank Guarantee:_____Date:_____

Dear Sir,

In consideration of M/s._____(hereinafter referred as the "Employer", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. _____(hereinafter referred to as the "Consultant" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of Employer's Contract Agreement No._dated_and the same having been unequivocally accepted by the Consultant, resulting in a Contract valued at_____for _____Contract (hereinafter called the" Contract")

and the Employer having agreed to make an advance payment to the Consultant for Performance of the above Contract amounting to_(in Words and Figures) as an Advance against Bank Guarantee to be furnished by the Consultant.

We_____(Name of the Bank) having its Head Office at_____(hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its Successors, Administrators, Executors and Assigns) do hereby guarantee and undertake to pay the Employer immediately on demand any or, all monies payable by the Consultant to the extent of as aforesaid at anytime upto_____@_____ without any Demur, Reservation, Contest, Recourse or Protest and / or without any reference to the Consultant. Any such Demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Consultant or any Dispute pending before any Court, Tribunal, Arbitrator or any other Authority. We agree that the Guarantee here in contained shall be irrevocable and shall continue to been force able till the Employer discharges this Guarantee.

The Employer shall have the fullest liberty without affecting in any way the Liability of the Bank under this Guarantee, from time to time to vary the Advance or to extend the Time for Performance of the Contract by the Consultant. The Employer shall have the fullest liberty without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Employer and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Employer and the Consultant any other course or remedy or security available to the Employer. The Bank shall not be relieved of its Obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act

or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Consultant and notwithstanding any security or other guarantee that the Employer may have in relation to the Consultant’s liabilities.

Notwithstanding anything contained herein above our Liability under this Guarantee is limited to and it shall remain in force up to and including_____and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s._____on whose behalf this Guarantee has been given.

Dated this_____day of_____20____at_____

WITNESS

_____ _____

(Signature) (Signature)

_____ _____

(Name) (Name)

ss

_____ _____

(Official Address) Designation (with

Banks tamp)

Attorney as per

Power of Attorney

No.

_____

Dated_

Note: The Bank Guarantee shall be issued either by a Bank (Nationalized / Scheduled) located in India.